



SKYCOVE LIMITED WARRANTY

This Limited Warranty applies to the Marvin Skycove when purchased directly from an authorized Marvin dealer and installed in the U.S.A. or Canada into a structure approved for compatibility with Skycove by an architect, professional engineer, or similarly licensed building professional. This Limited Warranty extends to the owner of the structure in which Skycove is installed and is transferable.



SKYCOVE

Framing and other non-glass components are warranted to be free from manufacturing defects for ten (10) years.

Standard insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years. Laminated glass is warranted against delamination resulting in visible obstruction through the glass for five (5) years.

OBSOLETE OR DISCONTINUED PARTS

Parts designated at the time of sale by Marvin as obsolete or discontinued are warranted against manufacturing defects for a period of one (1) year.

EXCLUSIVE REMEDY

This Limited Warranty is made as of the original date of product purchase* and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase*. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited Warranty, Marvin will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Marvin will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

Removal, installation, finishing, refinishing, and disposal costs and services are not included. Labor costs associated with the replacement of any product are not covered under the Limited Warranty. The Limited Warranty also does not cover the cost of specialty equipment, such as cranes, boom trucks, platforms or lifts required to install a replacement product or to service a product. The end user is responsible for any costs, including labor costs, incurred by Marvin if a claim is found not be covered or valid under the Limited Warranty.

EXCLUSIONS

Damage, defects, or problems resulting from causes outside Marvin's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- Installation or use in applications not verified appropriate and conforming to the requirements established by a licensed architect, professional engineer, or other licensed design professional
- Installation not in conformance with Marvin's installation instructions and applicable building codes
- Installation or use in applications exceeding design specifications
- Building design or construction defects
- Installation or use near pools, saunas, hot tubs, or other high-humidity environments or sources of chlorine
- Failure to follow Marvin's care and maintenance instructions at marvin.com/products/care-and-maintenance
- Use of brick wash, razor blades, or other inappropriate cleaners or chemicals
- Misuse, abuse, modification, alteration, accident, or negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions
- Normal wear and tear; normal discoloration or fading of finishes
- Glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- War, insurrection, civil unrest, terrorism, or Acts of God

MOISTURE MANAGEMENT

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Warranty.

THERMAL EFFICIENCY

Marvin does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and is not offered in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Marvin does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

CONDENSATION

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.



DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

Disclaimers

This Limited Warranty is the only warranty, written or oral, express or implied, provided by Marvin Signature, Marvin Elevate, or Marvin Essential (collectively "Marvin" in this Limited Warranty). No dealer, employee, or agent of Marvin, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Marvin. **ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.**

Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Marvin product warranty is provided **AS IS** and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. **THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY MARVIN PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.**

Limitations

IN NO EVENT WILL MARVIN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL MARVIN'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

Certifications and Ratings

Skycove is labeled with a Window & Door Manufacturers Association (WDMA) Certification rating and National Fenestration Rating Council (NFRC) ratings. WDMA Certification ratings are based on the performance of a single sample of the product at the time of manufacture. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Performance of individual products may vary and will change over time, depending upon the conditions of use. WDMA certifications and NFRC ratings are not performance warranties. For additional details go to www.WDMA.com and www.NFRC.org.

Suitability

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of Skycove, and the design

and installation of any flashing, sealing, drainage, or water management system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Marvin will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Marvin does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Marvin product.

No Waiver

Marvin may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Marvin's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

No Class Action or Jury Trial

YOU AGREE YOU WILL ASSERT ALL DISPUTES OR CLAIMS AGAINST MARVIN AND MARVIN'S EMPLOYEES, DEALERS OR AFFILIATES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR IN ANY OTHER REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW. YOU AND MARVIN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Warranty Claims

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To make a warranty claim, contact your local Marvin dealer or distributor. If you do not know the name of your local dealer or distributor, use the "Find a Dealer" feature at www.marvin.com, or call 800-533-6898 to locate the one nearest you. If, after five (5) days, your dealer or distributor has not responded, send a written request to Marvin, PO Box 100, Warroad, MN 56763, Attn: Customer Service Department. Include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken, and contacts you have made with your local dealer or distributor. Once we've received your letter, we will respond to your claim promptly.

Skycove Limited Warranty
Effective May 1, 2023

Part #19983193



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*Effective July 1, 2023, for product sold and originally delivered in California, the Limited Warranty is made and the warranty notice period begins to run on the original date of product delivery.